

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 15 TO LEASE NO. GS-11B-02062
ADDRESS OF PREMISES 6011 EXECUTIVE BOULEVARD NORTH BETHESDA, MD 20852	PDN Number:

THIS AMENDMENT is made and entered into between
 WASHINGTON SCIENCE CENTER, J.V.

whose address is:

c/o Willco Construction Company
 7811 Montrose Road, Suite 500
 Potomac, MD 20854

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide for an additional three (3) year term from November 16, 2017 through November 15, 2020, on the following terms and conditions.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective UPON EXECUTION as follows:

- A. Use of the GSA FORM 276, Supplemental Lease Agreement has been discontinued. All references in the Lease to "GSA Form 276" or to "Supplemental Lease Agreement" shall be now hereby construed to mean "Lease Amendment."
- B. Effective November 16, 2017, through July 15, 2020 The Government shall pay the Lessor fully serviced annual rent of \$1,704,972.50 (equivalent to \$29.75 per RSF for 57,310 RSF) payable at a rate of \$142,081.04 per month in arrears. Rent for a lesser period shall be prorated. The foregoing annual rent shall not be subject to annual adjustments for increases or decreases in operating costs, and Paragraphs 3.6 and 3.7 of the Lease shall not apply. Annual adjustments for increases and decreases in real estate taxes shall continue in accordance with the real estate tax base year and amount established under the original Lease.

This Lease Amendment contains 2 pages.

All other terms and conditions of the Lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Washington Science Center, J.V.

BY: WSC Managing Venture, LLC,
 its Sole Managing Venturer

BY: (b) (6)

Name: Richard S. Cohen
 Title: Sole Manager
 Date: 9/19/2017

FOR THE GOVERNMENT:

(b) (6)
 Signature: [Redacted]
 Name: James J. Phelan
 Title: Lease Contracting Officer
 GSA, Public Buildings Service
 Date: 10/19/2017

WITNESSED FOR THE LESSOR BY:

(b) (6)
 Signature: [Redacted]
 Name: F.V. Grogan, Jr.
 Title: Agent
 Date: 9/19/2017

- C. Effective July 16, 2020 through November 15, 2020, the Government shall pay the Lessor fully serviced annual rent of \$1,805,265.00 (equivalent to \$31.50 per RSF for 57,310 RSF) payable at a rate of \$150,438.75 per month in arrears. Rent for a lesser period shall be prorated. The foregoing annual rent shall not be subject to annual adjustments for increases or decreases in operating costs, and Paragraphs 3.6 and 3.7 of the Lease shall not apply. Annual adjustments for increases and decreases in real estate taxes shall continue in accordance with the real estate tax base year and amount established under the original Lease.
- D. Notwithstanding the foregoing, the Government may terminate this lease effective at any time on or after July 16, 2020, by giving at least ninety (90) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
- E. Savills Studley, Inc. is the authorized real estate broker representing the Government in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of (b) (4) of the lease value for the firm term, from November 16, 2017 through July 15, 2020. The total amount of the Commission is (b) (4) which is earned upon execution of this Lease Amendment, and is payable according to the Commission Agreement signed between the two parties. Only (b) (4) of the Commission will be payable to Savills Studley, Inc., with the remaining (b) (4) which is the "commission credit", to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this commission credit.

The shell portion of the rental payments due and owing for the month of November 2017 shall be reduced to fully recapture the Commission Credit as indicated in this schedule for adjusted Monthly Rent:

November 2017 Rental Payment of (b) (4) i.e., 15 days of rental abatement due under Lease Amendment No. 11 plus 15 days at (b) (4) per month for 57,310 RSF divided by 30 days] minus the Commission Credit of (b) (4) adjusted November 2017 Rent.

- F. The Government hereby accepts the existing tenant improvements and building shell elements in their existing condition. Lessor represents that such items are in good repair and tenantable condition as of the execution date of this Lease Amendment. Notwithstanding the foregoing, Lessor shall, at its expense, maintain and repair (or replace, if necessary) such items or conditions that relate to the building shell so that they remain in "good repair and tenantable condition" throughout the term of this lease and as otherwise required by SFO Paragraph 7.10 "Maintenance and Testing of Systems". Further, if any replacement of building systems shall become necessary during the term of this Lease, such replacement shall meet the performance requirements of the SFO.
- G. In accordance with Section 1.5.B of the Lease, parking shall continue to be contracted separately by the Government to run co-terminous with this Lease, as extended herein.
- H. This document shall not constitute a payment obligation until the date of its execution by the United States. As a result, except as specifically discussed elsewhere in this SLA, even though payments are to be made retroactively, no moneys whatsoever are due under this agreement until thirty (30) days after its execution.

INITIALS

LESSOR

&

GOVT